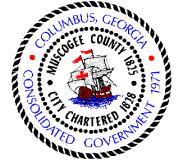


COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087 ■ BidLINE 706-225-4536
www.columbusga.org

February 16, 2023

REQUEST FOR PROPOSALS: RFP NO. 23-0018	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE COLUMBUS CONSOLIDATED GOVERNMENT (ANNUAL CONTRACT)
GENERAL SCOPE	Provide Columbus Consolidated Government with professional legal services involving land acquisition and disposition, leases, easements, in addition to other general real estate matters required of the Columbus Consolidated Government on an “as needed basis”.
SUBMISSION REQUIREMENTS	See <i>Appendix C</i> for Submission Requirements, Submission Checklist and DemandStar Registration and Submission Instructions.
DUE DATE	MARCH 10, 2023 – 5:00 PM (EASTERN) Responses must be submitted via DemandStar on or before the due date/time.
ADDENDA	<u>IMPORTANT INFORMATION</u> The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance-2/bid-opportunities . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	<i>If you are not interested in this solicitation, please complete and return page 2.</i>

Andrea J. McCorvey
Purchasing Division Manager



IMPORTANT INFORMATION

e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>. If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF “NO PROPOSAL SUBMISSION”

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email BidOpportunities@ColumbusGA.org or return this form by mail to:

Attn: Sandra Chandler, Buyer

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 23-0018** for **Legal Representation in Real Estate Matters for the Columbus Consolidated Government (Annual Contract)** for the following reason(s):

- ☐ Specifications are too “tight”, i.e. geared towards one brand or manufacturer (explain below).
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below).

Comments

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE: _____

EMAIL: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL UNTIL AFTER AWARD.

3-110. Competitive Sealed Proposals (Negotiations)

(1) Conditions for Use

When the purchasing manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the city, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000.00, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by [article 3-104](#), purchasing limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

The public will be given adequate notice of the request for proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the request. *The City reserves the right to seek request for proposals in a shorter period, if necessary, as determined by the Purchasing Manager.*

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the city's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the internet and on the city's government access television channel.

Public works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for specialized equipment/supplies.
- Solicitations for specialized services.
- Re-bid of solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the purchasing manager.

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals

shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors

The request for proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

E. Evaluation Process

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the request for proposals. Each voting committee member shall grade each submitted proposal based upon the evaluation criteria.

F. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

G. Award

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the purchasing division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED “QUESTION/CLARIFICATION FORM” TO EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

Email BidOpportunities@ColumbusGA.org or use the attached “Question/Clarification” Form (on the following page) to submit questions.

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Sandra Chandler, Buyer I
Email BidOpportunities@ColumbusGA.org

RE: **Legal Representation in Real Estate Matters for the Columbus Consolidated Government
(Annual Contract); RFP No. 23-0018**

Questions and requests for clarification must be submitted at least (5) business days before the due date.

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

**COLUMBUS CONSOLIDATED GOVERNMENT
GENERAL PROVISIONS
FOR
REQUEST FOR PROPOSALS**

**LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE
COLUMBUS CONSOLIDATED GOVERNMENT
(ANNUAL CONTRACT)
RFP No. 23-0018**

The Consolidated Government of Columbus, Georgia (the City) invites attorneys to submit proposals to serve as the legal representation in real estate matters for the Columbus Consolidated Government.

A. PROPOSAL SUBMITTAL DATE:

PROPOSALS ARE DUE: MARCH 10, 2023, NO LATER THAN 5:00 PM (Eastern). *Submit one electronic response via DemandStar.*

After award of Contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures. The awarded vendor(s) will receive a digital copy of the executed contract.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all, or any part of the work specified, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. **Questions and Requests for Clarification will be received until five business days prior to the proposal due date.**

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law.

If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be

used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. The procurement ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's web-site at https://library.municode.com/ga/columbus/codes/code_of_ordinances.

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
3. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **180 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results shall submit a written request to the Purchasing Division.

W. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: **1)** The RFP; **2)** Addenda; **3)** Awarded Vendors(s) response; **4)** Awarded Vendor(s) Clarifications; **5)** Negotiated Components; and **6)** Awarded

Vendor(s) Business Requirements.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

AA. RIGHT TO PROTEST:

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

GENERAL SPECIFICATIONS

LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE COLUMBUS CONSOLIDATED GOVERNMENT (ANNUAL CONTRACT) RFP No. 23-0018

I. INTRODUCTION

The Columbus Consolidated Government (City) administers a real estate program that includes land/property acquisition and disposition, leases, easements, and other general real estate matters for the government. The City invites qualified attorneys to submit proposals to serve as the legal representation in real estate matters for the Columbus Consolidated Government.

Technical Specifications begin on page 19.

II. AWARD

This contract may be awarded on a non-exclusive basis; the award will be in the best interest of the City to one or more responsive bidders. Columbus Consolidated Government will be the sole judge of the factors and will award the contract accordingly. The City may reject any and all proposals.

III. TERM OF CONTRACT

A. The term of this contract will be for two years, with an option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor(s).

Notice of intent to renew will be given to the contractor in writing by the Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

For the protection of both parties, either party giving 30 days prior notice, in writing, to the other party, may cancel this contract.

IV. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial two-year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e., documentation from manufacturers illustrating the necessity to implement price increases). ***Request for price increases, without documentation, shall not be considered.*** Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the

Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

V. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the “City”) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

VI. PROOF OF INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached **Insurance Checklist (Form 7)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder’s ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

VII. E-VERIFY AFFIDAVIT

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and

- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

VIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

See Appendix C for Submission Checklist and DemandStar Submission Requirements.

The complete proposal shall contain the following information and shall be submitted in the order shown below.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit, and the form titled "Communication Concerning This Solicitation", the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.*

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and **include the name and email address of contact person(s) during this proposal process.** Specifically designate the company's representative who will serve as lead contact in all communications, is authorized to negotiate on behalf of the company, and is authorized to enter into a contract with the City. Include a statement to the effect that the proposal is binding for at least **180 days** from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act **(Form 1)**

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration. To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Communication Concerning This Solicitation

Complete the form titled *Communication Concerning This Solicitation* **(Form 2)**

Section 4: Federal Compliance **(Form 3)**

In the event purchases from this contract are Federally funded, vendors are required to complete Form 3 – Federal Compliance.

Section 5: Addenda Acknowledgement **(Form 4)**

Acknowledge receipt for all addenda (if any). Addenda will be posted at: <https://www.columbusga.gov/finance-2/bid-opportunities>. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 6: EXCEPTIONS TO THE RFP

- A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission.

Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award.

Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendors shall be notified in writing if exceptions are not acceptable.

PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.

- B. **VENDOR AGREEMENT/CONTRACT FORM:** Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- C. If there are no exceptions, vendor must include a statement for this Section stating the following: **No Exceptions.**

Section 7: Statement of Qualifications/Experience

- A. Address in detail the firm's ability and experience with Municipal, County, State and Federal Law.
- B. Address familiarity with City, State and Federal guidelines concerning Community and Economic Development issues.
- C. Provide résumés of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- D. Provide experience related to condemnation litigation.
- E. Address the resources of the Firm:
- ✓ Clerical and support staff
 - ✓ Library and Research capabilities
 - ✓ Equipment support, i.e. computers, printers, other office equipment
 - ✓ Other information deemed necessary to describe the Firm's resources

Section 8: Service Plan

Provide a written narrative that demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the scope of services.

Section 9: Client Work History

Use **Form 5** to provide at least five (5) references for which the firm has performed similar services. Include entity name, address, phone and fax numbers, e-mail address and contact person who may be contacted for verification of date submitted.

- ✓ Include the dates services were performed
- ✓ Include a brief, written description of the specific services performed and condition under which they were performed

Section 10: Cost Proposal (Form 6)

Complete cost proposal form and return with proposal submission.

Section 11: Insurance Checklist

Provide Insurance Checklist (Form 7) or Certificate of Insurance (COI) – *Section VI, page 14.*

Section 12: Contract Signature Page

Complete **Form 8**. City officials will sign the original contract pages after Columbus City Council approves the contract award with the successful firm (*See Note below*). Per the General Provisions, Page 11, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures. The awarded vendor(s) will receive a digital copy of the executed contract.

Section 13: W-9, Request for Taxpayer Identification Number and Certification

Complete and return Page 1 of the Form W-9, which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Section 14: Business License

Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

IX. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required equipment and services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation	Weight
A. Experience/Qualifications	40%
B. Service Plan	35%
C. Client Work History	20%
D. Cost Proposal*	5%
Total	100%

**The Cost Proposal is subject to negotiation*

Each of the above criteria (A - D) will be given a rating, with values ranging from 20 points to 100 points, by each member of the Evaluation Committee. The ratings are as follows:

Description	Value
Poor = Is not qualified.	20 Points
Marginal = Is minimally qualified but one or more area is lacking in some essential aspect.	40 Points
Adequate = Is qualified and is generally capable of achieving the objectives of this RFP.	60 Points
Good = Is more than qualified and exceeds in some areas.	80 Points
Excellent = Is fully qualified and exceeds in several or more areas.	100 Points

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Proponents will be ranked in descending order of numerical predominance.

**TECHNICAL SPECIFICATIONS
LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE
COLUMBUS CONSOLIDATED GOVERNMENT
(ANNUAL CONTRACT)
RFP No. 23-0018**

I. SCOPE OF SERVICES

Services are required on an “as needed basis” to include, but not limited to the following:

- a. Real Estate Negotiation services
- b. Litigation services pertaining to real estate matters
- c. Development and preparation of real estate documents to include, but not limited to, purchase and sales agreements, leases, easements, etc.
- d. Procuring title insurance for all closings where the City is the Purchaser of property.
- e. Preparing or reviewing all Closing Documents and handling all closings where the City is purchasing property, and coordinating all closings where the City is buying or selling property.
- f. Recording all closing documents and procure a final title policy thereupon.
- g. Rendering formal legal opinions and informal legal advice pertaining to real estate matters based on research of federal and state laws.
- h. Examining titles of all properties being purchased by the City and rendering title opinions or title commitments in this regard.
- i. Remediating any title issues, if and as possible, and obtain clearance with respect to any liens and encumbrances.
- j. Attending in person consultation meetings when required
- k. Maintain proper legal records and files which would revert to the Columbus Consolidated Government when contract is terminated
- l. Condemnation Litigation
- m. Providing all labor, supervision, and materials required to create Real Estate closing documents to include Loan Agreements, Promissory Notes, Deeds to Secure Debt and any other legal document necessary to maintain programmatic compliance in relationship to HUD Funding to include Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).
- n. Performing or coordinating real estate closings for approximately 25 parcels of real estate at various locations and approximately 100 HOME Program loans. The real estate closings shall be performed in accordance with all applicable Georgia Laws.

***The City encourages proposers to include in their responses any additional services which could/should be provided.**

II. QUALIFICATIONS

- a. Shall be licensed to practice law in the State of Georgia.
- b. Shall provide own library, clerical, professional and support staff.
- c. Shall provide a Senior Level point of contact who will be responsible for coordination,
 - i. approval and review of all services performed for the City.
- d. Shall have experience with municipal, county, state and federal law.
- e. Shall be knowledgeable of City, State and Federal guidelines governing Community and Economic Development issues.
- f. Shall have the ability to meet work schedules and critical deadlines.
- g. Shall have at least one attorney with ten (10) years experience responsible for the representation.
- h. Shall have credentials in Real Estate
- i. Shall be familiar with legal perspective of 24 CFR Part 570 if providing services for CDBG or HOME.
- j. Shall be familiar with legal perspective of 24 CFR Part 92 if providing services for CDBG or HOME.

APPENDIX B

FORMS

CONTRACTOR AFFIDAVIT

E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

**Legal Representation in Real Estate Matters
for the Columbus Consolidated Government (Annual Contract)**

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....
ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance.

With regards to “**Rights to Inventions Made Under a Contract or Agreement**,” If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200, Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
- (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) the **Fair Labor Standards Act of 1938 (29 USC 676 et. seq.)**,
- (d) **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616)**, as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ **523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3)**, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (l) Applicable provisions of the **Clean Air Act (42 U.S.C. §7401 et seq.)**, the **Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.)**, **Section 508 of the Clean Water Act (33 U.S.C. 1368)**, **Executive Order 11738**, and the **Environmental Protection Agency regulations at 40 CFR Part 15**;
- (m) applicable provisions of the **Davis- Bacon Act (40 U.S.C. 276a - 276a-7)**, the **Copeland Act (40 U.S.C. 276c)**, and the **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332)**, as set forth in Department of Labor Regulations at 20 CFR 5.5a;
- (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163)**.

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name:_____

Signature of Authorized Agent:_____

Print Name and Title of above Agent:_____

ADDENDA ACKNOWLEDGEMENT
LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE
COLUMBUS CONSOLIDATED GOVERNMENT
(ANNUAL CONTRACT)
RFP No. 23-0018

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: <https://www.columbusga.gov/finance-2/bid-opportunities>. It is the vendors' responsibility to periodically visit the page to check for addenda, *both before the due date and prior to submitting a response in DemandStar.*

IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:-

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

IF NO ADDENDA WERE ISSUED:

By signing below, I acknowledge that I reviewed the Bid Opportunities page referenced above on _____ and did not see any addenda listed for this solicitation.

 (date)

Business Name

Date

Authorized Signature

Print Name

FORM 5

CLIENT WORK HISTORY

**LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE
COLUMBUS CONSOLIDATED GOVERNMENT (ANNUAL CONTRACT)
RFP No. 23-0018**

Provide at least five (5) clients for whom the firm has provided same or similar services.

1.	COMPANY NAME:	CONTRACT AMOUNT:
		START DATE: END DATE:
	ADDRESS:	CONTACT:
		TELEPHONE:
		EMAIL:
DESCRIPTION OF SERVICES:		
2.	COMPANY NAME:	CONTRACT AMOUNT:
		START DATE: END DATE:
	ADDRESS:	CONTACT:
		TELEPHONE:
		EMAIL:
DESCRIPTION OF SERVICES:		
3.	COMPANY NAME:	CONTRACT AMOUNT:
		START DATE: END DATE:
	ADDRESS:	CONTACT:
		TELEPHONE:
		EMAIL:
DESCRIPTION OF SERVICES:		
4.	COMPANY NAME:	CONTRACT AMOUNT:
		START DATE: END DATE:
	ADDRESS:	CONTACT:
		TELEPHONE:
		EMAIL:
DESCRIPTION OF SERVICES:		
5.	COMPANY NAME:	CONTRACT AMOUNT:
		START DATE: END DATE:
	ADDRESS:	CONTACT:
		TELEPHONE:
		EMAIL:
DESCRIPTION OF SERVICES:		

Company Name: _____

Authorized Signature: _____

Print Name	Title of Authorized Signatory	Date
------------	-------------------------------	------

COST PROPOSAL

**LEGAL REPRESENTATION IN REAL ESTATE MATTERS
FOR THE COLUMBUS CONSOLIDATED GOVERNMENT
(ANNUAL CONTRACT)**

RFP No. 23-0018

PLEASE FILL IN COST BELOW:

ATTORNEY COMPENSATION

A. Scope of engagement – Please check each service listed below that you are able to provide:

- ☐ Real Estate Negotiation services
- ☐ Litigation services pertaining to real estate matters
- ☐ Development and preparation of real estate documents to include, but not limited to, purchase and sales agreements, leases, easements, etc.
- ☐ Procuring title insurance for all closings where the City is the Purchaser of property.
- ☐ Preparing or reviewing all Closing Documents and handling all closings where the City is purchasing property and coordinating all closings where the City is buying or selling property.
- ☐ Recording all closing documents and procure a final title policy thereupon.
- ☐ Rendering formal legal opinions and informal legal advice pertaining to real estate matters based on research of federal and state laws.
- ☐ Examining titles of all properties being purchased by the City and rendering title opinions or title commitments in this regard.
- ☐ Remediating any title issues, if and as possible, and obtain clearance with respect to any liens and encumbrances.
- ☐ Attending in person consultation meetings when required
- ☐ Maintain proper legal records and files which would revert to the Columbus Consolidated Government when contract is terminated
- ☐ Condemnation Litigation
- ☐ Providing all labor, supervision, and materials required to create Real Estate closing documents to include Loan Agreements, Promissory Notes, Deeds to Secure Debt and any other legal document necessary to maintain programmatic compliance in relationship to HUD Funding to include Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).
- ☐ Performing or coordinating real estate closings for approximately 25 parcels of real estate at various locations and approximately 100 HOME Program loans. The real estate closings shall be performed in accordance with all applicable Georgia Laws.

B. Specific Engagement Fees - Provide hourly rates for the following professional service providers:

1. Senior Attorney Managing the file \$_____ per hour.
2. Associates: \$_____ per hour.
3. Paralegals: \$_____ per hour.
4. Contracted experts other than staff: Rates to be approved by CCG on an as needed basis.

****Administrative services and other professional support shall be considered part of overhead and not billed at an hourly rate.***

C. If you would like to propose a percentage fee for all work performed as closing attorney representing the CCG on a particular transaction, please do so here. Also provide a cap of such fee for transactions exceeding \$_____.

%_____ of purchase price _____ capped fee for transactions over \$ _____ million

D. Other billable expenses:

1. Cost per page for copying. \$_____ per page.
2. Do you expect reimbursement for any other out of pocket expenses? If so, please attach additional list. _____
3. List any additional items that your firm may feel is important to this proposal that is not listed above. Please attach additional list.

E. Negotiate fees – For any additional items that are not listed above would your firm agree to negotiate fees? YES _____ NO _____

Authorized Signature

Date

Company Name

Authorized Signature: _____

Print Name

Title of Authorized Signatory

Date

INSURANCE CHECKLIST

LEGAL REPRESENTATION IN REAL ESTATE MATTERS FOR THE COLUMBUS CONSOLIDATED GOVERNMENT (ANNUAL CONTRACT)

RFP No. 23-0018

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY “X”

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker’s Compensation and Employer’s Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability:		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub – Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non-ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number (RFP No. 23-0018) and Bid Title (Legal Representation in Real Estate Matters for the CCG) in box: Description of Operations		
	26. Pollution:	\$2 Million per occurrence/claim	

*If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

VENDOR NAME: _____

PRINT NAME AND TITLE OF AUTHORIZED AGENT: _____

SIGNATURE OF AUTHORIZED AGENT: _____

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

FORM 8

**CONTRACT SIGNATURE PAGE
LEGAL REPRESENTATION IN REAL ESTATE MATTERS
FOR THE COLUMBUS CONSOLIDATED GOVERNMENT
(ANNUAL CONTRACT)**

RFP No. 23-0018

**THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS
HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED
GOVERNMENT OF COLUMBUS, GEORGIA.**

By: _____
Signature of Authorized Representative Date

(Corporate seal, if applicable)

Print Name and Title of Signatory

Company Name

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____ Fax _____

Telephone: _____ Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ____ day of _____ 20__

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

APPENDIX C

DEMANDSTAR

DEMANDSTAR

SUBMISSION REQUIREMENTS

Responses must be submitted via DemandStar. See following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select “Columbus Consolidated Government” as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at <https://www.columbusga.gov/finance-2/bid-opportunities>. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at <https://www.columbusga.gov/finance-2/Bid-Tabulations>.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

ELECTRONIC PROPOSAL SUBMISSION CHECKLIST
Security Surveillance & Security Access Equipment (Annual Contract)
RFP No. 23-0018

Please submit your electronic response as indicated below:

IMPORTANT NOTICE:

1. Vendors shall submit **only** the required documents listed using the “**Bidder Response ALL Documents**” function.
2. **Zip files with multiple files are not acceptable**; vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City’s full specifications document (RFP)** as this information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter “0”.**

- ☐ 1. TRANSMITTAL LETTER
- ☐ 2. AFFIDAVIT FOR E-VERIFY/GSICA (**FORM 1**)
- ☐ 3. COMMUNICATION CONCERNING THIS SOLICITATION (**FORM 2**)
- ☐ 4. FEDERAL COMPLIANCE (**FORM 3**)
- ☐ 5. ADDENDA ACKNOWLEDGEMENT (**FORM 4**)
- ☐ 6. EXCEPTIONS TO RFP
- ☐ 7. STATEMENT OF QUALIFICATIONS/EXPERIENCE
- ☐ 8. SERVICE PLAN
- ☐ 9. CLIENT WORK HISTORY (**FORM 5**)
- ☐ 10. COST PROPOSAL (**FORM 6**)
- ☐ 11. CONTRACT SIGNATURE PAGE (**FORM 8**)
- ☐ 12. BUSINESS REQUIREMENTS:
 - Insurance Checklist (**FORM 7**)
 - Page 1 of Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Business License

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on
the page where it gives you options to add
additional counties and States

 Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State

Select State

County

Select County

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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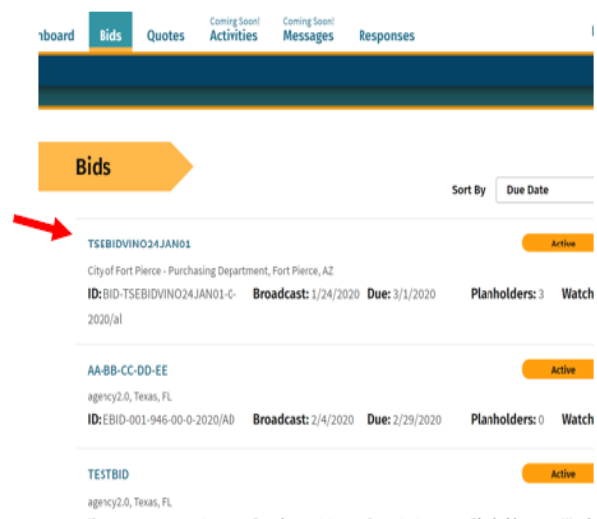
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

TESTBID

Bid Details

Agency Name	Agency A
Bid Number	123456789
Bid ID	123456789-123456789
Bid Type	E-Bid
Bid Opening Date	12/15/2022 10:00 AM Eastern
Fiscal Year	2023
Due	12/15/2022 10:00 PM Eastern
Bid Status Text	BID 171718

Scope of Work

123456789

Documents

Filename	Type	Date Modified	Status
123456789	Attachment	12/15/2022	Complete

Distribution Info

Bid Method	None
Plan (Assigned)	None
E-Bidding	123456789
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no bid items associated with it
Project Estimated Budget	\$100,000.00
Distribution Notes	None

Publications

View Log And

Pre-Bid Conference

123456789 Conference Data Found

Commodity Code

001-840-001 (MATERIALS SERVICES)

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

Enter "0" as your bid (proposal) amount.

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenue, etc., that are entered directly into DemandStar.)

DEMANDSTAR

Dashboard **Bids** Quotes **My Bid Progress** **My Bid Response** **Save & Finish Later**

Bid Details

Agency Name	Agency A
Bid Number	123456789-123456789
Bid Due Date	12/15/2022 (PST)
Bid Opening	23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name	TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name	Columbus Carbon Corporation
Address 1	P.O. Box 717
Address 2	
City	Pittsburgh
Country	United States of America
State/Province	Pennsylvania
County	Select...
Postal Code	15200-0717
Phone Number	4127876820
Extension	
Bid Amount	127,000
Alternate Bid Amount	
Notes	For the full 6 month contract

Next

Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing only the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

The screenshot shows the DEMANDSTAR interface for an E-Bid Response. On the left, the 'Bid Details' sidebar shows Agency Name, Bid Number, Bid Due Date, Bid Opening, and Bid Name. The main area is titled 'E-Bid Response' and contains a 'Required Documents' section with a list of agency-accepted file formats. Below this is a 'Supplemental Documents' section with a warning: 'You can upload additional documents here.' A green arrow points to the 'Upload Complete File' button, and a red arrow points to the 'Do Not Use Supplemental Documents' warning.

Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot shows the DEMANDSTAR interface for reviewing an E-Bid Response. On the left, the 'Bid Details' sidebar is visible. The main area is titled 'Review Your E-Bid Response' and contains a 'Contact Info' form with fields for Company Name, Address 1, Address 2, City, State, Country, Postal Code, Phone Number, Fax, Bid Amount, and Alternate Bid Amount. Below the form is a 'Submit Response' button. A red arrow points to the 'Submit Response' button.